

**CITY OF CORPUS CHRISTI  
TECHNICAL ENERGY AUDIT & PROJECT PROPOSAL CONTRACT**

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Technical Energy Audit and Project Proposal Contract

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## TECHNICAL ENERGY AUDIT AND PROJECT PROPOSAL CONTRACT

This Technical Energy Audit & Project Proposal Contract (the "Contract") is made and entered into between McKinstry Essention, LLC ("ESCO"), having its principal offices at 13465 Midway Road, Dallas, TX 75244, with local office at 555, N. Carancahua Street, Suite 860, Corpus Christi, TX 78401, and the City of Corpus Christi, a Texas home rule municipal corporation, hereinafter referred to as ("City"), at 1201 Leopard Street, Corpus Christi, TX 78401.

### WITNESSETH

WHEREAS, This Contract was created for use of the City to obtain a technical energy audit of several facilities from a private energy service company (ESCO).

WHEREAS, Authority exists for the City to enter into this contract; and the required approval, clearance and coordination have been accomplished from and with appropriate departments.

WHEREAS, ESCO is a company with experience and technical and management capabilities to provide for the discovery, engineering, procurement, installation, financing, savings guarantee, maintenance and monitoring of energy and water saving measures at facilities similar in size, function and system type to City's facilities; and

WHEREAS, ESCO has submitted a Proposal, in response to City's Request for Proposals (RFP), pertaining to the discovery, engineering, procurement, installation, financing, savings guarantee, maintenance and monitoring of energy and water saving measures at City's facilities; and

WHEREAS, City has selected ESCO to provide the services described herein; and

WHEREAS, City desires to enter into a Contract to have ESCO perform a **Technical Energy Audit and Project Proposal** to determine the feasibility of entering into an **Energy Performance Contract** to provide for installation and implementation of energy and water saving measures at City's facilities.

WHEREAS, if energy and water saving measures are determined to be feasible, and if the amount of savings can be reasonably sufficient to cover all costs, as defined by the City, associated with an energy performance contracting project, the parties intend to negotiate an Energy Performance Contract under which the ESCO will design, procure, install, implement, maintain and monitor such energy and water saving measures. However, this intent does not commit City to entering into such Energy Performance Contract.

THEREFORE, the parties agree as follows:

## **1. Technical Energy Audit and Project Proposal Contract**

ESCO agrees to perform a Technical Energy Audit in accordance with the Scope of Work described below. ESCO agrees to complete the Technical Energy Audit and tender to City a final report within 90 calendar days from the execution of this Contract.

City agrees to assist the ESCO in performing the **Technical Energy Audit** in accordance with the Scope of Work described below. City agrees to work diligently to provide full and accurate information. ESCO agrees to work diligently to assess validity of information provided and to confirm or correct the information as needed. The parties contemplate that this will be an iterative process and that City will have a reasonable amount of time to review and determine acceptance, which is anticipated to not exceed 30 days, before issuing the **Notice of Acceptance (Exhibit B)**.

ESCO agrees to offer an **Energy Performance Contract Proposal** with a package of energy and water saving measures and with details as specified in the Scope of Work below.

## **2. Compensation to ESCO**

ESCO shall be compensated as follows:

**Payment through Performance Contract.** City shall have no payment obligations under this contract provided that ESCO and City execute an Energy Performance Contract within 60 calendar days after issuance of the **Notice of Acceptance (Exhibit B)** of the final **Technical Energy Audit and Project Proposal Contract**, but the fee indicated above shall be incorporated into ESCO's project costs in the Energy Performance Contract and paid through the Energy Performance Contract funding mechanisms.

**Project With Insufficient Savings.** City shall have no payment obligations under this Contract in the event that ESCO's final **Technical Energy Audit and Project Proposal Contract** does not contain a package of energy and water saving measures which, if implemented and as meeting terms of **Exhibit A: Scope of Work, (b) Guidelines and Requirements**, will provide the City with cash savings sufficient to fund City's payments of all costs and fees associated with the Energy Performance Contract, including 1) the fee associated with the Technical Energy Audit, 2) all monthly payments on a lease purchase agreement to finance the measures, 3) any annual fees for monitoring and maintenance incurred by the ESCO. Should the ESCO determine at any time during the Technical Energy Audit that savings cannot be attained to meet these terms, the Technical Energy Audit will be terminated by written notice by the ESCO to City. In this event this Contract shall be cancelled and City shall have no obligation to pay, in whole or in part, the amount specified in Exhibit D. or would be contemplated by the execution of a project proposal contract (Exhibit D).

### **3. Scope of Work**

The Technical Energy Audit and Energy Performance Proposal Contract shall be performed as described in **Exhibit A: Scope of Work**.

### **4. Termination**

This Contract may be terminated at any time as described below by:

a. Termination for Default/Cause

1) Default.

If the ESCO refuses or fails to timely perform any of the provisions of this contract, with such diligence as will ensure its completion within the time specified in this contract, the City may notify the ESCO in writing of the non-performance, and if not promptly corrected within the time specified, the City may terminate the ESCO's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. The ESCO shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

2) ESCO's Duties

Notwithstanding termination of the contract and subject to any directions from the City, the ESCO shall take timely, reasonable and necessary action to protect and preserve property in the possession of the ESCO in which the City has an interest.

3) Compensation

Payment for completed services delivered and accepted by City shall be according to the Performance Contract. The City (purchasing institution) may withhold amounts due to the ESCO as the City deems to be necessary to protect the City (purchasing institution) against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4) Excuse for Nonperformance or Delayed Performance

The ESCO shall not be in default by reason of any failure in performance of this contract in accordance with its terms if such failure arises out of acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. Upon request of the ESCO, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the ESCO's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City.

5) Erroneous Termination for Default

If after notice of termination of the ESCO's right to proceed under the provisions of this clause, it is determined for any reason that the ESCO was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

b. Termination for Convenience

1) Termination

The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the ESCO specifying the part of the contract terminated and when termination becomes effective. This in no way implies that the City has breached the contract by exercise of the Termination for Convenience Clause.

2) ESCO's Obligations

The ESCO shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the ESCO will stop work to the extent specified. The ESCO shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The ESCO shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the ESCO to assign the ESCO's right, title, and interest under terminated orders or subcontracts to the City. The ESCO must still complete and deliver to the City purchasing institution the work not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

3) Compensation

- a) The ESCO shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data bearing on such claim. If the ESCO fails to file a termination claim within 90 days from the effective date of termination, the City may pay the ESCO, if at all, an amount set in accordance with subparagraph C of this Section.
- b) The City and the ESCO may agree to a settlement provided the ESCO has filed a termination claim supported by cost or pricing data and that the settlement does not exceed the total contract price, reduced by payments previously made by the City the proceeds of any sales of supplies and manufactured materials made under agreement, and the contract price of the work not terminated.
- c) Absent complete agreement, under subparagraph B of this Section, the City shall pay the ESCO the following amounts, provided the payments agreed to under subparagraph B shall not duplicate payments under this subparagraph:
  - (1) Contract prices for supplies or services accepted under the contract;
  - (2) Reasonable costs for actual work completed prior to termination as described in Exhibit D.
  - (3) The total sum to be paid the ESCO under this subparagraph C shall not exceed the total contract price, reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and materials under subparagraph B, and the contract price of work not terminated.
- d) Cost claimed or agreed to under this section shall be in accordance with applicable sections of the laws of the State of Texas, including procurement laws under the Texas Local Government Code

c. Available Funds – Contingency - Remedies

The City is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. Therefore, ESCO's compensation is contingent upon the continuing availability of City appropriations. Payments pursuant to this contract shall only be made from available funds encumbered for this Contract, and the City's liability for such payments shall be limited to the amount remaining of such encumbered funds. If City or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the City may immediately terminate the Contract in whole or in part without further liability in accordance with the Termination for Cause

subsection of the Remedies section of this Contract. All payments are subject to the general Remedies section of this Contract

d. At any time as described in Section 2.b above.

## **5. Insurance**

Before commencing any Work under this Contract, ESCO shall file with City certificates of insurance evidencing the coverages as specified below and adhere to the requirements in **Exhibit E: Mandatory Insurance Requirements:**

- a. It is agreed and understood ESCO shall maintain in full force and effect adequate commercial general liability insurance and property damage insurance, as well as workmen's compensation and employer's liability insurance pursuant to the State insurance requirements as defined below.
- b. The ESCO shall obtain, and maintain at all times during the term of this Agreement, Insurance in the following kinds and amounts.
  - 1) Standard Workers' Compensation which complies with the Texas Workers Compensation Act, and Employer's Liability as required by State statute, including occupational disease, covering all employees at the work site.
  - 2) General Liability (minimum coverage)
    - 1) Combined single limit of \$2,000,000 written on an occurrence basis.
    - 2) The ESCO must purchase additional insurance if claims reduce the annual aggregate below \$2,000,000.
    - 3) Automobile Liability (minimum coverage) in the amount of \$1,000,000 combined single limit
    - 4) Excess Liability in the amount of \$1,000,000 combined single limit.
    - 5) The City shall be named as an additional insured on each commercial general liability policy.
    - 6) The insurance shall include provisions preventing cancellation without 30 calendar days prior written notice, by certified mail to the Principal Representative
    - 7) ESCO shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of the Services contemplated in this Contract, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of ESCO, any Consultant or associate thereof, or anyone directly or indirectly employed by ESCO. ESCO shall submit a Certificate of Insurance at the signing of this Contract and also any notices of Renewal of said Policy as they occur.

## **6. Energy Performance Contract**

The Parties intend to negotiate an Energy Performance Contract under which the ESCO will design, install and implement energy and water saving measures which the Parties have agreed

to, and provide certain maintenance and monitoring services. However, nothing in this Contract should be construed as an obligation on any of the Parties to execute such a contract. The terms and provisions of such an Energy Performance Contract will be set forth in a separate contract.

## **7. Extent of Agreement**

This Contract represents the entire and integrated agreement between City and ESCO and supersedes all prior negotiations, representations or agreement, either written or oral. This Contract may be amended only by written instrument signed by the City.

The City and ESCO understand and agree the attachment and exhibits hereto are and shall be an integral part of this Contract and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. The terms and provisions of RFP NO. 2010-06 Request for Qualifications/Proposals for Energy Performance Contracting Services for the City of Corpus Christi, Issued Nov 8, 2010, and ESCO's proposal submitted in response to same, are hereby incorporated and made a part of this contract. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

Except for work described by the Contract (Amendment No.1), the work provided by the initial Fixed Priced Energy Performance Contract Design/Build Agreement will be accepted and closed out including final billing and retention for the initial designed and installed work by letter from the City's Representative (as defined in Article 12(M) of the contract for the initial Fixed Prices Energy Performance Contract).

## 8. Term

The term of this Contract will become effective upon approval by the City and acceptance by the ESCOs Principal Representative. The term shall end 30 days after signing of the **Energy Performance Contract** by the City and the ESCO's Principal Representative or termination in accordance with section 4 of this agreement.

## 9. Order of Precedence

In the event of conflict or inconsistency between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

Contract - general terms and conditions

Other exhibits or attachments

## THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract on the date first written above.

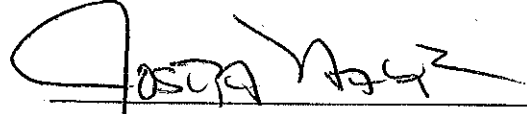
City of Corpus Christi

McKinstry Essention LLC

\_\_\_\_\_  
Oscar R. Martinez (Date)  
Assistant City Manager

Recommended:

\_\_\_\_\_  
Daniel Biles, P.E., (Date)  
Director of Engineering Services

  
\_\_\_\_\_  
Joseph Hagar,  
Director of Finance  
5005 Third Avenue South  
Seattle, WA, 98134  
(206) 762-3311 Phone  
(206) 762-2624 Fax  
corporateoffice@mckinstry.com

2/27/2013

ATTEST:

\_\_\_\_\_  
Armando Chapa, City Secretary



## **EXHIBIT A**

### **Scope of Work**

#### **a. Process**

This will be an interactive approach in working with City, following these steps:

- 1) Preliminary Assessment of Technical and Economic Needs and Opportunities
  - a) Meet with City to establish
    - Energy Efficiency and Conservation Committee consisting of 2 City Council Representatives, City Manager, Assistant City Manager, Finance Manager, City Engineer, Facilities Management, Street Light Management
    - Establish communication protocols
    - Establish issue resolution process
    - Establish peer to peer relationship matrix
    - Review City Council briefing process
    - Establish tentative City Council presentation dates
    - Review and establish schedule to develop and present the financial plan that will support the implementation of this project
    - Establish recurring review meeting dates for the Energy Efficiency and Conservation Committee to occur before City Council briefing.
  - b) Meet with City's key stake holders to establish interests, plans, problems, etc. related to facilities and operation of facilities.
  - c) Collect financial data and background to establish the funding model for the energy savings performance contract.
  - d) Collect administrative data concerning current plans and strategies to implement "green" and energy related strategies within the City.
  - e) Collect data and background information on buildings, equipment and facilities operation
  - f) Perform a preliminary walk-through of facilities and interview staff and occupants to identify potential measures
  - g) Meet with City to present preliminary findings and establish agreement on measures to analyze
- 2) Preliminary Analysis of Measures
  - a) Establish base year consumption and reconcile with end-use consumption estimates
  - b) Conduct a preliminary analysis of potential measures
  - c) Meet with City to present preliminary findings and establish agreement on measures to further analyze
- 3) Further Analysis and Audit Report
  - a) Further analyze measures
  - b) Develop a draft Technical Energy Audit Report
  - c) Meet with City to present results
  - d) Prepare final Technical Energy Audit Report

- 4) Energy Performance Contract Proposal
  - a) Develop energy performance contract proposal
  - b) Meet with City to present results and negotiate final terms

b. **Scope Guidelines and Requirements**

- 1) Energy Performance Contract Term. The Energy Performance Contract Term shall have a term no greater than twenty (20) years and no greater than the cost-weighted average lifetime of the equipment. A typical term is 10-17 years and is governed by financing availability, longevity of installed measures, and ability for savings to allow a cash-flow to pay for the desired scope of projects. City's goal is for a term no greater than fifteen (15) years.
- 2) Annual Guaranteed Energy and Cost Savings. The annual guarantee is required for the entire financing term; however City has the option to terminate the guarantee at any time after the first three years of the contract term provided the annual guaranteed energy and cost savings were achieved each prior year. The guarantee is based on cost savings attributable to all energy saving measures, and must equal or exceed all project costs each year during the contract period. Annual project costs include debt service, Contractor fees, maintenance services, monitoring services, and other services.
- 3) ESCO to provide assistance to the City in the procurement and selection of the independent third-party professional to review the ESCO's measurement and verification reports.
- 4) Excess Savings. Annual cost savings beyond the guaranteed minimum savings will be retained by City, and will not be allocated to shortfalls in other years.
- 5) Annual Savings Estimates: The annual savings estimates for all measures must be estimated for each year during the contract period.
- 6) Allowable cost and savings factors approved for consideration: City will provide ESCO with sufficient guidance to develop savings estimates.
  - a) Payment sources that can be incorporated:
    - 1 Energy and water cost savings
    - 2 Material/commodity savings, including scheduled replacement of parts (only for years that these cost savings are applicable)
    - 3 Outside labor cost savings, including maintenance contracts
    - 4 In-house labor costs
    - 5 Deferred maintenance cost
    - 6 Offset of future capital cost
    - 7 Outside incentive funds (utility incentives, grants, etc.)
    - 8 Any savings related to maintenance and operation of the facilities will be limited to those that can be thoroughly documented.
  - b) Payment sources that may also be considered and negotiated:
    1. Utility rebates and incentives
    2. Grants (as available) that relate to the scope of work identified during the development of this project.
    3. Current and future capital budgets that may be identified for the scope of work identified during the development of this project.

- c) Additional factors related to establishing savings that cover all costs:
  - 1 Escalation rates that apply to each payment source. These are rates to be used in cash flow projections for project development purposes.
  - 2 Interest rates (municipal tax-exempt rates for public institutions)
- d) The markup costs are presented in **Exhibit D: Cost and Pricing**. These rates will be used in the Technical Energy Audit and subsequent Energy Performance Contract.
- c. **Collect financial and technical data and background information from City** concerning facility operation and energy use for the most recent three years from the effective date of this Contract as follows.
  - a) City annual budget reports
  - b) Department specific operating budgets and actual cost information connected with the cost to operate and maintain existing systems.
  - c) Building square footage.
  - d) Construction data of buildings and major additions including building envelope
  - e) Utility company invoices
  - f) Occupancy and usage information
  - g) Description of all energy-consuming or energy-saving equipment used on the premises, as available.
  - h) Description of energy management procedures utilized on the premises
  - i) Description of any energy-related improvements made or currently being implemented
  - j) Description of any changes in the structure of the facility or energy-using or water-using equipment
  - k) Description of future plans regarding building modifications or equipment modifications and replacements
  - l) Drawings, as available (may include mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, modifications and remodels)
  - m) Original construction submittals and factory data (specifications, pump curves, etc.), as available
  - n) Operating engineer logs, maintenance work orders, etc., as available
  - o) Records of maintenance expenditures on energy-using equipment, including service contracts
  - p) Prior energy audits or studies, if any

City agrees to work diligently to furnish ESCO, upon request, accurate and complete data and information as available. Where information is not available from City, ESCO will make a diligent effort to collect such information through the facility inspection, staff interviews, and utility companies.

ESCO agrees to work diligently to assess validity of information provided and to confirm or correct the information as needed.

**d. Identify potential measures**

- 1) Interview the facility manager, maintenance staff, subcontractors and occupants of each building regarding:
  - a) Facility operation, including energy management procedures
  - b) Equipment maintenance problems
  - c) Comfort problems and requirements
  - d) Equipment reliability
  - e) Projected equipment needs
  - f) Occupancy and use schedules for the facility and specific equipment.
  - g) Facility improvements – past, planned and desired
- 2) Survey major energy-using equipment, including lighting (indoor and outdoor), heating and heat distribution systems, cooling systems and related equipment, automatic temperature control systems and equipment, air distribution systems and equipment, outdoor ventilation systems and equipment; exhaust systems and equipment; hot water systems, electric motors, transmission and drive systems, special systems (kitchen/dining equipment, etc.), renewable energy systems, other energy using systems, water consuming systems (restroom fixtures, water fountains, irrigation systems, etc.)
- 3) Perform "late-night" surveys outside of normal business hours or on weekends to confirm building system and occupancy schedules, if deemed necessary.
- 4) Develop a preliminary list of potential energy and water saving measures. Consider the following for each system:
  - a) Comfort and maintenance problems
  - b) Energy use, loads, proper sizing, efficiencies and hours of operation
  - c) Current operating condition
  - d) Remaining useful life
  - e) Feasibility of system replacement
  - f) Hazardous materials and other environmental concerns
  - g) City's future plans for equipment replacement or building renovations
  - h) Facility operation and maintenance procedures that could be affected
  - i) Capability to measure energy performance and verify savings

City will allow ESCO reasonable access to facility and street lighting staff to ensure understanding of existing systems and opportunities.

ESCO agrees to work diligently to assess validity of information provided and to confirm or correct the information as needed.

**e. Establish base year consumption and reconcile with end use consumption estimates.**

- 1) Establish base year consumption by examining utility bills for the past three years for electricity, gas, steam, water, etc. Present base year consumption in terms of energy units (kWh, kW, ccf, Therms, gallons, or other units used in bills), in terms of dollars, and ~~in terms of dollars per square foot. Describe the process used to determine the base~~ year (averaging, selecting most representative contiguous 12 months, etc.). Consult with facility personnel to account for any anomalous schedule or operating conditions on billings that could skew the base year representation. ESCO will account for periods of time when equipment was broken or malfunctioning in calculating the base year.
- 2) Estimate loading, usage and/or hours of operation for all major end uses of total facility consumption including, but not limited to: lighting, heating, cooling, motors (fans and pumps), plug loads, and other major energy and water using equipment. Where loading or usage are highly uncertain (including variable loads such as cooling), ESCO will use its best judgment, spot measurements or short-term monitoring. ESCO should not assume that equipment run hours equal the operating hours of the building(s) or facility staff estimates.
- 3) Reconcile annual end-use estimated consumption with the annual base year consumption. This reconciliation will place reasonable "real-world" limits on potential savings.
- 4) Propose adjustments to the baseline for energy and water saving measures that will be implemented in the future.

**f. Develop a preliminary analysis of potential energy and water saving measures.**

This list shall be compiled and submitted to City within 45 calendar days of the execution of this Contract.

- 1) List all potential opportunities, whether cost-effective or not. Consider technologies in a comprehensive approach including, but not limited to: lighting systems, heating/ventilating/air conditioning equipment and distribution systems, controls systems, building envelope, motors, kitchen equipment, pools, renewable energy systems, other special equipment, irrigation systems, and water saving devices.
- 2) Identify measures which appear likely to be cost effective and therefore warrant detailed analysis
- 3) For each measure, prepare a preliminary estimate of energy or water cost savings including description of analysis methodology, supporting calculations and assumptions used to estimate savings.

**g. Meet with City (Energy Efficiency and Conservation Committee, Finance and City Council) to present preliminary findings**

prior to thorough analysis. Describe how the projected project economics meet the City's terms for completing the Technical Energy Audit and Proposal Contract. Discuss assessment of energy use, savings potential, project opportunities, and potential for developing an energy performance contract. Develop a list

of recommended measures for further analysis. The City shall have the option to reject calculations of savings, potential savings allowed, or project recommendations.

**h. Analyze savings and costs (including operational and maintenance cost) for each energy and water saving measure.**

- 1) Follow the methodology of ASHRAE or other nationally-recognized authority following the engineering principle(s) identified for each retrofit option
- 2) Utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings. Include accurate marginal costs for each unit of savings at the time the audit is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at the facility, calculations which account for the interactive effects of the recommended measures.
- 3) Use best judgment regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use
- 4) Use markups and fees stated above in all cost estimates.
- 5) Develop a preliminary measurement and verification plan for each measure
- 6) Follow additional guidelines for analysis and report preparation given below
- 7) Include cost to provide services and complete application for Energy Star Label.

**i. Prepare a Draft Technical Energy Audit Report.** The report provides an engineering and economic basis for negotiating a potential Energy Performance Contract between the City and the ESCO. The draft report shall be completed within 60 calendar days of the date of execution of this Contract. The report shall be presented to the Energy Efficiency Committee, Finance and City Council. The report shall include:

- 1) Overview
  - a) Contact information
  - b) Summary table of recommended energy and water saving measures, with itemization for each measure of total design and construction cost, annual maintenance costs, the first year cost avoidance (in dollars and energy units), simple payback and equipment service life
  - c) Summary of annual energy and water use by fuel type and costs of existing or base year condition
  - d) Calculation of cost savings expected if all recommended measures are implemented and total percentage savings of total facility energy cost.
  - e) Description of the existing facility, mechanical and electrical systems
  - f) Summary description of measures, including estimated costs and savings for each as detailed above
  - g) Discussion of measures considered but not investigated in detail
  - h) Financial structure of the energy savings performance contract.
  - i) Conclusions and recommendations

- 2) Base year energy use
  - a) Description and itemization of current billing rates, including schedules and riders.
  - b) Summary of all utility bills for all fuel types and water
  - c) Identification and definition of base year consumption and description of how established
  - d) Reconciliation of estimated end use consumption (i.e. lighting, cooling, heating, fans, plug loads, etc) with base year (include discussion of any unusual findings)
- 3) Full description of each energy and water saving measure including:
  - a) Written description
    - 1) Existing conditions
    - 2) Description of equipment to be installed and how it will function
    - 3) Include discussion of facility operations and maintenance procedures that will be affected by installation/implementation.
    - 4) Present the plan for installing or implementing the recommendation.
  - b. Savings calculations
    - 1) Base year energy use and cost
    - 2) Post-retrofit energy use and cost
    - 3) Savings estimates including analysis methodology, supporting calculations and assumptions used.
    - 4) Annual savings estimates. The cost savings for all energy saving measures must be estimated for each year during the contract period. Savings must be able to be achieved each year (cannot report average annual savings over the term of the contract).
    - 5) Savings estimates must be limited to savings allowed by the City as described above.
    - 6) Percent cost-avoidance projected
    - 7) Description and calculations for any proposed rate changes
    - 8) Explanation of how savings interactions between retrofit options are accounted for in calculations.
    - 9) Operation and maintenance savings, including detailed calculations and description. Ensure that maintenance savings are only applied in the applicable years and only during the lifetime of the particular equipment.
    - 10) Business Case Analysis demonstrating the overall performance of the project including the estimated annual energy savings, utility rates, operations and maintenance savings, lease purchase rates and project cost.
    - 11) If computer simulation is used, include a short description and state key input data. If requested by City, access will be provided to the program and all assumptions and inputs used, and/or printouts shall be provided of all input files and important output files and included in the Technical Energy Audit with documentation that explains how the final savings figures are derived from the simulation program output printouts.

12) If manual calculations are employed, formulas, assumptions and key data shall be stated.

13) Conclusions, observations, caveats

c. Cost estimate -- detailed scope of the construction work needed, suitable for cost estimating. Include all anticipated costs associated with installation and implementation. Provide specifications for major mechanical components as well as detailed lighting and water fixture counts.

1) Engineering/design costs

2) ESCO/vendor estimates for labor, materials, and equipment; include special provisions, overtime, etc., as needed to accomplish the work with minimum disruption to the operations of the facilities.

3) Permit costs

4) Construction management fees

5) Environmental costs or benefits (disposal, avoided emissions, handling of hazardous materials, etc.)

6) Note that all markups and fees stated in this Contract shall be used in the cost estimates, unless otherwise documented and justified due to change in scope or size of project or other unforeseen circumstances.

7) Conclusions, observations, caveats

8) Other cost categories as defined above under "markups" in Section 3b above.

d. Other

1) Estimate of average useful service life of equipment

2) Preliminary commissioning plan

3) Preliminary measurement and verification plan, following the International Performance Measurement and Verification Protocol (IPMVP), explaining how savings from each measure is to be measured and verified (stipulated by Contract, utility bill analysis, end-use measurement and calculation, etc.). The Preliminary M&V plan shall include all elements provided in **Exhibit C: Elements to Include in Measurement Verification Plan**.

4) Discussion of impacts that facility would incur after contract ends. Consider operation and maintenance impacts, staffing impacts, budget impacts, etc., and identify who is responsible for maintenance.

5) Compatibility with existing systems. Include the name of the existing controls system, if new controls systems will have to be compatible with an existing brand of controls. Also note if a sole-source vendor is established for controls systems.

6) Complete appendices that document the data used to prepare the analyses. Describe how data were collected.

**j. Meet with City :**

Review the recommendations, savings calculations and impact of the measures on the operations of the facility. Describe how the projected project economics meet the City's terms



for completing the Technical Energy Audit and Performance Contract Proposal. Discuss the willingness and capability of City to make capital contributions to the project to improve the economics of the overall project.

**k. Revise Audit as directed by City and deliver a Final Technical Energy Audit to Finance and City Council**

The final report shall be completed and delivered to City for review and presentation to City Council for approval within 120 calendar days of the date of execution of this Contract which is expected no later than August 5, 2013.

- l. Prepare an Energy Performance Contract Proposal (Term Sheet).** In anticipation of ESCO and City entering into an Energy Performance Contract to design, install, monitor and guarantee the performance of the energy and water saving measures proposed in the Technical Energy Audit Report, ESCO shall prepare a proposal for terms to be incorporated in a Energy Performance contract to include:
- 1) Project Cost is the total amount City will pay for the project, ESCO's services and the cost of funding. Costs must be consistent with maximum markups and fees established above. Costs may include but are not limited to: engineering, designing, packaging, procuring, installing (from Technical Energy Audit Report results); performance/payment bond costs; construction management fees; commissioning costs; maintenance fees; monitoring fees; training fees; legal services; overhead and profit; other markups.
  - 2) Include a List of Services that will be provided as related to each cost.
  - 3) Expected term of the Energy Performance Contract.
  - 4) Description of how the project will be financed including available interest rates and financing terms, based on interest rates likely available to City at this time, and based on a 60-day and 90-day lock option.
  - 5) Explanation of how the savings will be calculated and adjusted due to weather (such as heating and cooling degree days), occupancy or other factors. Measurement and verification methods must be consistent with the International Performance Measurement and Verification Protocol 2009.
  - 6) Analysis of annual business case analysis for City during the contract term.

**EXHIBIT B**  
**Notice of Acceptance of Technical Energy Audit Report**

Notice of Acceptance

Date of Notice \_\_\_\_\_

Notice is hereby given that City accepts the Technical Energy Audit and Project Development Proposal by ESCO, as contemplated in **Exhibit D of the Technical Energy Audit and Project Proposal Contract** dated \_\_\_\_\_.

City of Corpus Christi

By \_\_\_\_\_

Date

When completely executed, this form is to be sent by certified mail to the ESCO by the City of Corpus Christi.

**EXHIBIT C**  
**Elements to Include in Measurement and Verification Plan**

- A: Describe the Baseline Development
  - B: Describe Project Specific Measurement & Verification Plan
  - ~~C: Describe Post-Installation Verification~~
  - D: Describe Periodic Performance Period Verification
-

**EXHIBIT D**  
**Cost and Pricing**

In accordance with Exhibit A – Scope of Work, the following facilities owned and leased by the City of Corpus Christi will be included in the Technical Energy Audit performed by McKinstry:

<b>Fire Department</b>	Fire Station #1	514 Belden	17,112
	Fire Station #2	13421 Up River Rd.	4,608
	Fire Station #3	1401 Morgan	9,520
	Fire Station #4	2338 Rodd Field Rd.	4,000
	Fire Station #5	3310 Leopard	4,223
	Fire Station #6	5713 Weber	4,608
	Fire Station #7	3722 Staples	4,720
	Fire Station #8	4639 Kostoryz	4,973
	Fire Station #9	501 Navigation	3,961
	Fire Station #10	1550 Horne Rd.	4,770
	Fire Station #11	910 Airline	4,888
	Fire Station #12	2130 Rand Morgan	4,888
	Fire Station #13	1802 Waldron	5,796
	Fire Station #14	5901 S. Staples	5,488
	Fire Station #15	14202 Commodore	4,784
	Fire Station #16	17959 State Hwy. 361	4,000
	Fire Station #16/Pk Minc Beach Office	17959 State Hwy. 361	4,230
	Gym & Garage	214-18 S. Carancahua	6,928
<b>Gas Department</b>	Gas Division Office/Shops	4225 S. Port Ave.	11,300
<b>Water/Wastewater</b>	Water Utilities Building	2626 Holly Rd.	20,504
<b>Library Services</b>	Northwest Branch Library	3202 McKinzie	9,804
	Nayland Branch Library, Ika Parkdale	1230 Carmel Pkwy.	15,000
	Kaffle South Side	5922 Brookhampton	12,000
	Greenwood Branch Library	4044 Greenwood	16,015
	Harte Public Library	2629 Waldron Rd.	13,500
<b>Art Center &amp; Museum</b>	Art Comm Center	100 N. Shoreline	14,210
	Art Museum of S. Texas	1902 N. Shoreline	31,470
	Art Museum Addn- A	1902 N. Shoreline	26,100
	Art Museum Addn- B	1902 N. Shoreline	Unk
<b>Marina</b>	Marina Boater's Facility	98 People St.	1,196
	Elect Bldg/WW Lift Sta/Boaters Facility	Lawrence St. T-Head	216

	Boat Dock B and C Lighting		
<b>Tennis Centers</b>	TC Ayers Covered Courts	1722 Winnebago	None
	Al Kruse Tennis Center	500 King	3,750
	HEB Tennis Center Stadium	1520 Shely	1,218
	HEB Tennis Concession	1520 Shely	2,244
	HEB Tennis Locker Room	1520 Shely	1,084
	HEB Tennis Center Expansion	1520 Shely	3,750
	HEB Tennis Center Stadium	1520 Shely	12,980
	HEB Tennis Center Stadium	1520 Shely	1,700
<b>Recreation Centers</b>	Ben Garza Gym/Rec Center	1818 Howard	11,920
	Ben Garza Sports Pavillion	1815 Howard	14,319
	Joe Garza Rec Center	3202 Highland	14,326
	Oso Rec Center	1111 Bernice	3,095
	Oak Park Rec Center	842 Erwin	4,790
	Kiwanis Rec Center	3933 Timon Blvd.	2,882
	Solomon Coles Recreation Center	924 Winnebago	n/a
	Lindale Rec Center	3133 Swantner	8,511
	TC Ayers Rec Center	1722 Winnebago	5,350
<b>Senior Centers</b>	Zavala Senior Center	510 Osage	7,140
	New Garden Senior Center	5325 Greely	14,976
	Oveal Williams Senior Center	1414 Martin Luther King	10,320
	Northwest Senior Center	9725 Up River Rd.	10,802
	Lindale Senior Center	3135 Swantner	8,254
	Broadmoor Senior Center	1651 Tarlton	10,000
	Greenwood Senior Center	4040 Greenwood	8,254
	Ethel Eyerly Senior Center	654 Graham	9,220
<b>Leased</b>	Frost Bank Leased Office	2402 Leopard St.	50,316
<b>Purchasing</b>	Warehouse	5352 Ayers #6-A	14,400
<b>Water Conservation</b>	Phase 1 and 2 Facilities	All	
<b>Capital Upgrades - City Hall</b>	City Hall -- Boiler replacement and controls for heating water system	1201 Leopard	152,361
	City Hall -- Add chemical free condensor water treatment system		

<b>Capital Upgrades - Central Library</b>	Central Library – Replace air-cooled chillers	805 Comanche	78,400
	Central Library – Add air conditioning for server room		
	Central Library – Create archive storage with humidity control		
<b>Capital Upgrades – Science and History Museum</b>	Museum – Replace Pneumatic valves and dampers with electronic actuators	1900 Chaparral St	85,000
	Museum – Replace fire alarm system		
	Museum – Replace rooftop unit		
	Museum – Replace boiler		
	Museum – Replace roof		
<b>Capital Upgrades – American Bank Center (ABC)</b>	ABC – Replace valves and dampers with electronic actuators	1701 N Shoreline St	486,342
	ABC – Lighting Controls		
	ABC – Rebuild each make-up air units		
	ABC – Replace return air fans		
	ABC – Replace air handling units		
	ABC – Add chemical free condensor water treatment system		
<b>Capital Upgrades – Police and Courts (P&amp;C)</b>	P&C – Redesign and replace ductwork in select areas	120 N Chaparral St	102,580
	P&C – Add chemical free condensor water treatment system		
<b>Capital Upgrades – Health Department (Health)</b>	Health – Replace aging air handling units	1702 Horne Rd	46,876
	Health – Replace aging boiler		
	Health – Add variable frequency drives to chilled water pumps		
<b>Smart Building Solutions</b>			
<b>Total Square Footage</b>			1,461,972

The total fee for this work is \$125,000.00. This fee includes all labor, materials, travel costs, overhead and profit required to perform the scope of work defined herein.

As described in the RFQ response, Overhead is calculated as a gross margin percentage of 10% and Profit (Earnings Before Interest and Taxes) is calculated as a gross margin percentage of 10%.

It is mutually acknowledged the City is not required to execute an Energy Performance Contract for any or all of the facilities audits. However, if the City does not execute an Energy Service Performance Contract to address Audit Costs for feasible projects, and the Technical Energy Audit is not terminated in conformance with Section 4, this fee will become due and payable by the City upon agreement as to the termination costs due.

Labor Rates, including overhead and profit used as a basis for estimate of TEA costs:

Labor Categories	Hourly Rate
Project Director	\$131.18/hour
Account Manager	\$117.75/hour
Program Manager Sr.	\$104.71/hour
Program Manager	\$90.87/hour
Energy Engineer Sr.	\$98.74/hour
Energy Engineer	\$87.73/hour
Energy Auditor	\$67.70/hour
Commissioning/Controls Engineer	\$86.61/hour
Senior Designer/Engineer	\$102.59/hour
Professional Engineer	\$102.82/hour
Project Engineer	\$70.07/hour
Project Manager Sr.	\$112.59/hour
Project Manager	\$87.55/hour
Facility Manager	\$96.31/hour
Estimator	\$97.75/hour
Admin-SR	\$67.14/hour
Admin-Support Staff	\$52.45/hour

**Exhibit E**  
**MANDATORY INSURANCE REQUIREMENTS**  
**FOR A/E PROFESSIONAL SERVICES/CONSULTANT SERVICES**  
**(Revised October 2010)**

- A. Consultant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage's by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	Bodily Injury & Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY to included 1. Owned vehicles 2. Hired - Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	\$1,000,000 per claim / \$2,000,000 aggregate (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
WORKERS' COMPENSATION	Which Complies with the Texas Workers Compensation Act
EMPLOYERS' LIABILITY	500,000/500,000/500,000

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.



- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- F. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
Fax: (361) 826-4555

- G. Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- I. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

## **II. INDEMNIFICATION, OBLIGATION TO DEFEND AND HOLD HARMLESS**

- A. **HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI, AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, AND EACH OF THEM AGAINST AND HOLD IT AND THEM HARMLESS FROM ANY AND ALL LAWSUITS, CLAIMS, DEMANDS, LIABILITIES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES, FOR OR ON ACCOUNT OF ANY INJURY TO ANY PERSON, OR ANY DEATH AT ANY TIME RESULTING FROM SUCH INJURY, OR ANY DAMAGE TO ANY PROPERTY, WHICH MAY ARISE OR WHICH MAY BE ALLEGED TO HAVE ARISEN OUT OF OR IN CONNECTION WITH THE WORK COVERED BY THIS CONTRACT. THE FOREGOING INDEMNITY SHALL APPLY EXCEPT IF SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF THE CITY OF CORPUS CHRISTI, UNMIXED WITH THE FAULT OF ANY OTHER PARTY.**
- B. The Consultant shall obtain workers' compensation insurance coverage through a licensed insurance company or through self-insurance obtained in accordance with Texas law. If such coverage is obtained through a licensed insurance company, the contract for coverage shall be written on a policy and endorsements approved by the Texas State Board of Insurance.

If such coverage is provided through self-insurance, then within ten (10) calendar days after the date the City requests that the Consultant sign the contract documents, the Consultant shall provide the City with a copy of its certificate of authority to self-insure its workers' compensation coverage, as well as a letter, signed by the Consultant, stating that the certificate of authority to self-insure remains in effect and is not the subject of any revocation proceeding then pending before the Texas Workers' Compensation Commission. Further, if at any time before final acceptance of the Work by the City, such certificate of authority to self-insure is revoked or is made the subject of any proceeding which could result in revocation of the certificate, then the Consultant shall immediately provide written notice of such facts to the City, by certified mail, return receipt requested directed to: City of Corpus Christi, Department of Engineering Services, P. O. Box 9277, Corpus Christi, Texas 78469 - Attention: Contract Administrator.

Whether workers' compensation insurance coverage is provided through a licensed insurance company or through self-insurance, the coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Consultant will be promptly met.

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## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: McKinstry Essention LLC

P. O. BOX: 24567

STREET ADDRESS: 5005 3<sup>rd</sup> Avenue S

CITY: Seattle

ZIP: 98134

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☐  
4. Association ☐ 5. Other ☒ LLC

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
<u>N/A</u>	<u>N/A</u>
<u></u>	<u></u>
<u></u>	<u></u>

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
<u>N/A</u>	<u>N/A</u>
<u></u>	<u></u>
<u></u>	<u></u>

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
<u>N/A</u>	<u>N/A</u>
<u></u>	<u></u>
<u></u>	<u></u>

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

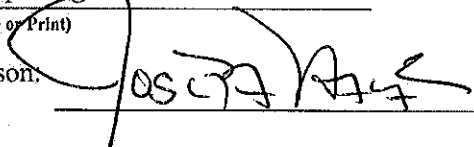
Name	Consultant
<u>N/A</u>	<u>N/A</u>
<u></u>	<u></u>
<u></u>	<u></u>

### FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

### CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Joseph Hagar Title: Director of Finance  
(Type or Print)  
Signature of Certifying Person:  Date: 2/27/2013

### DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.